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MCImetro/ILEC INTERCONNECTION AGREEMENT 1996

ATTACHMENT B

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TABLE OF CONTENTS**PART A – GENERAL TERMS AND CONDITIONS**

Section 1.	Scope of this Agreement	1
Section 2.	Regulatory Approvals	2
Section 3.	Term of Agreement	3
Section 4.	Charges and Payment	4
Section 5.	Assignment and Subcontract	4
Section 6.	Compliance with Laws	4
Section 7.	Governing Law	5
Section 8.	Relationship of Parties	5
Section 9.	No Third Party Beneficiaries	5
Section 10.	Intellectual Property Rights and Indemnification	5
Section 11.	Indemnification	6
Section 12.	Limitation of Liability	7
Section 13.	Warranties	7
Section 14.	Notices	10
Section 15.	Remedies	11
Section 16.	Waivers	11
Section 17.	Survival	12
Section 18.	Force Majeure	12
Section 19.	Non-Discriminatory Treatment	12
Section 20.	Termination	13
Section 21.	Confidentiality and Publicity	14
Section 22.	Audits and Examinations	16
Section 23.	Dispute Resolution Procedures	17
Section 24.	Bona Fide Request Process for Further Unbundling	18
Section 25.	Branding	18
Section 26.	Amendments and Modifications	19
Section 27.	Severability	19
Section 28.	Headings Not Controlling	19
Section 29.	Entire Agreement	20
Section 30.	Counterparts	20
Section 31.	Successors and Assigns	20

Attachment I.	Price Schedule	I-1
Attachment II.	Local Resale	II-1
Attachment III.	Network Elements	III-1
Attachment IV.	Interconnection	IV-1
Attachment V.	Collocation	V-1
Attachment VI.	Rights of Way	VI-1
Attachment VII.	Number Portability	VII-1
Attachment VIII.	Business Process Requirements	VIII-1
Attachment IX.	Security Requirements	IX-1
Attachment X.	Credits for Performance Standards Failures	X-1

This MCImetro/ILEC Interconnection Agreement 1996 (the "Agreement"), effective [insert date], 1996 (the "Effective Date"), is entered into by and between MCImetro Access Transmission Services, Inc. ("MCI"), a Delaware corporation, on behalf of itself and its Affiliates, and ILEC, a [insert state of incorporation] corporation, on behalf of itself and its Affiliates, to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

WHEREAS, the parties wish to interconnect their local exchange networks in a technically and economically efficient manner for the transmission and termination of calls, so that customers of each can seamlessly receive calls that originate on the other's network and place calls that terminate on the other's network, and for MCI's use in the provision of exchange access ("Local Interconnection"); and

WHEREAS, MCI wishes to purchase Telecommunications Services for resale to others "Local Resale" or "Services for Resale", and ILEC is willing to provide such service; and

WHEREAS, MCI wishes to purchase on an unbundled basis network elements, ancillary services and functions and additional features ("Network Elements"), separately or in any combination, and to use such services for itself or for the provision of its Telecommunications Services to others, and ILEC is willing to provide such services; and

WHEREAS, the parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the [insert public utility commission] (the "Commission");

Now, therefore, in consideration of the terms and conditions contained herein, MCI and ILEC hereby mutually agree as follows:

PART A – GENERAL TERMS AND CONDITIONS

Section 1. Scope of this Agreement

1.1 This Agreement, including Parts A, B, and C, specifies the rights and obligations of each party with respect to the purchase and sale of Local Interconnection, Local Resale and Network Elements. This PART A sets forth the general terms and conditions governing this Agreement. Certain

Regulations. PART C sets forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

LIST OF ATTACHMENTS COMPRISING PART C:

- I. Price Schedule
- II. Local Resale
- III. Network Elements
- IV. Interconnection
- V. Collocation
- VI. Rights of Way
- VII. Number Portability
- VIII. Business Process Requirements
- IX. Security Requirements
- X. Credits for Performance Standards Failures

1.2 ILEC shall provide the services pursuant to this Agreement. ILEC shall provide the services in any combination requested by MCI. ILEC shall not discontinue or refuse to provide any service provided or required hereunder without MCI's prior written agreement, nor shall ILEC reconfigure, reengineer or otherwise redeploy its network in a manner which would impair MCI's ability to offer Telecommunications Services in the manner contemplated by this Agreement, the Act or the FCC's Rules and Regulations. ILEC agrees that all obligations undertaken pursuant to this Agreement, including without limitation, performance standards, intervals, and technical requirements are material obligations hereof and that time is of the essence.

Section 2. Regulatory Approvals

2.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. In the event any governmental authority or agency rejects any provision hereof, the parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

2.2 In the event the FCC or the Commission promulgates rules or regulations, or issues orders, or a court with appropriate jurisdiction issues orders, which make unlawful any provision of this Agreement, the parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which are consistent with

such rules, regulations or orders. In the event the parties cannot agree on an amendment within thirty (30) days from the date any such rules, regulations or orders become effective, then the parties shall resolve their dispute under the applicable procedures set forth in Section 23 (Dispute Resolution Procedures) hereof.

2.3 In the event ILEC is required by any governmental authority or agency to file a tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by this Agreement, ILEC shall (i) consult with MCI in reasonably in advance of such filing about the form and substance of such filing, (ii) provide to MCI its proposed tariff and obtain MCI's agreement on the form and substance of such tariff prior to such filing, and (iii) take all steps reasonably necessary to ensure that such tariff or other filing imposes obligations upon ILEC that are as close as possible to those provided in this Agreement and preserve for MCI the full benefit of the rights otherwise provided in this Agreement. In no event shall ILEC file any tariff that purports to govern the services provided hereunder that is inconsistent with the rates and other terms and conditions set forth in this Agreement.

2.4 In the event any governmental authority or agency orders ILEC to provide any service covered by this Agreement in accordance with any terms or conditions that individually differ from one or more corresponding terms or conditions of this Agreement, MCI may elect to amend this Agreement to reflect any such differing terms or conditions contained in such decision or order, with effect from the date MCI makes such election. The other services covered by this Agreement and not covered by such decision or order shall remain unaffected and shall remain in full force and effect.

2.5 The parties intend that any additional services requested by either party relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

Section 3. Term of Agreement

This Agreement shall become binding upon execution by the parties and continue for a period of _____ years, unless earlier terminated or withdrawn in accordance with Section 20 (Termination). Renewal after the initial term for successive one-year terms shall be at MCI's option upon written notice to ILEC.

Section 4. Charges and Payment

In consideration of the services provided by ILEC under this Agreement, MCI shall pay the charges set forth in Attachment I. The billing and payment procedures for charges incurred by MCI hereunder are set forth in Attachment VIII.

Section 5. Assignment and Subcontract

5.1 Any assignment or delegation by either party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other party shall be void. A party assigning or delegating this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate shall provide written notice to the other party. All obligations and duties of any party under this Agreement shall be binding on all successors in interest and assigns of such party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement.

5.2 ILEC may not subcontract the performance of any obligation under this Agreement without MCI's prior written consent. If any obligation is performed by a subcontractor or Affiliate, ILEC shall remain fully responsible for the performance of this Agreement in accordance with its terms.

Section 6. Compliance with Laws

All terms, conditions and operations under this Agreement shall be performed in accordance with all applicable laws, regulations and judicial or regulatory decisions of all duly constituted governmental authorities with appropriate jurisdiction, and this Agreement shall be implemented consistent with the FCC's First Report and Order in CC Docket No. 96-98, released August 8, 1996 (the "FCC Interconnection Order"). Each party shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. In the event the Act or FCC Rules and Regulations applicable to this Agreement are held invalid, this Agreement shall survive, and the parties shall promptly renegotiate any provisions of this Agreement which, in the absence of such invalidated Act, Rule or Regulation, are insufficiently clear to be effectuated.

Section 7. Governing Law

This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the State of _____, without regard to its conflicts of laws principles, shall govern.

Section 8. Relationship of Parties

It is the intention of the parties that ILEC be an independent contractor and nothing contained herein shall constitute the parties as joint venturers, partners, employees or agents of one another, and neither party shall have the right or power to bind or obligate the other.

Section 9. No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the parties hereto and not for any other person, provided, however, that this shall not be construed to prevent MCI from providing its Telecommunications Services to other carriers. This Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

Section 10. Intellectual Property Rights and Indemnification

10.1 Any intellectual property which originates from or is developed by a party shall remain in the exclusive ownership of that party. Except for a limited license to use patents or copyrights to the extent necessary for the parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a party, is granted to the other party or shall be implied or arise by estoppel. It is the responsibility of each party to ensure at no additional cost to the other party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

10.2 The party providing a service pursuant to this Agreement will defend the party receiving such service or data provided as a result of

such service against claims of infringement arising solely from the use by the receiving party of such service and will indemnify the receiving party for any damages awarded based solely on such claims in accordance with Section 11 of this Agreement.

Section 11. Indemnification

11.1 Notwithstanding any limitations in remedies contained in this Agreement, each party (the "Indemnifying Party") will indemnify and hold harmless the other party ("Indemnified Party") from and against any loss, cost, claim, liability, damage and expense (including reasonable attorney's fees) to third parties, relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. In addition, the Indemnifying Party will, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third party against the Indemnified Party.

11.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any written claim, lawsuit, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section 11 and tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party also will cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense, provided, however, that if there are reasonable defenses in addition to those asserted by the Indemnifying Party, the Indemnified Party and its counsel may raise and direct such defenses, which shall be at the expense of the Indemnifying Party.

11.3 The Indemnifying Party will not be liable under this Section 11 for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

Section 12. Limitation of Liability

Neither party shall be liable to the other for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of service hereunder. Notwithstanding the foregoing limitation, a party's liability shall not be limited by the provisions of this Section 12 in the event of its willful or intentional misconduct, including gross negligence, or its repeated breach of any one or more of its material obligations under this Agreement. A party's lost revenue caused by the other party's breach of this Agreement shall be deemed direct damages. A party's liability shall not be limited with respect to its indemnification obligations.

Section 13. Warranties

13.1 Except as otherwise provided herein, each party shall perform its obligations hereunder at a performance level no less than the highest level which it uses for its own operations, or those of its Affiliates, but in no event shall a party use less than reasonable care in the performance of its duties hereunder.

13.2 ILEC warrants that Local Interconnection will be provided in a competitively neutral fashion, at any technically feasible point within its network at MCIm's request, and that such interconnection will contain all the same features, functions and capabilities, and be at least equal in quality to the highest level provided by ILEC to itself or its Affiliates. ILEC shall have the full burden of proving that a requested Interconnection Point ("IP") is not technically feasible. To the extent ILEC proves infeasibility, ILEC shall be required to provide to MCIm an alternative IP which will not impair MCIm's ability to provide its Telecommunications Services. Such alternative IP shall be technically equivalent to the requested IP and shall be subject to the same terms, conditions and price as the requested IP.

13.3 ILEC warrants that it will provide to MCIm on a nondiscriminatory basis unbundled Network Elements and ancillary services, including but not limited to local loop, local switching, tandem switching/transit switching, transport, data switching, intelligent network and advanced intelligent network, operator service, directory assistance, 911, white and yellow pages, and repair and maintenance, at any technically feasible points requested by MCIm, and all operations support systems used and useful in the preordering, ordering, provisioning, design, engineering, maintenance, repair, tracking, management, billing and any other function or functionality associated directly or indirectly with unbundled Network Elements and ancillary services. ILEC further warrants that these services, or their functional components, will contain all the same

features, functions and capabilities and be provided at a level of quality at least equal to the highest level which it provides to itself or its Affiliates. ILEC shall have the full burden of proving that access requested by MCIm is not technically feasible. To the extent ILEC proves infeasibility, ILEC shall be required to provide to MCIm an alternative service, which will not impair MCIm's ability to provide its Telecommunications Services. Such alternative service shall be technically equivalent to the requested service, and shall be subject to the same terms, conditions and price as the requested service.

13.4 ILEC warrants that it will provide to MCIm nondiscriminatory access to poles, pole attachments, ducts, innerducts, conduits, building entrance facilities, building entrance links, equipment rooms, remote terminals, cable vaults, telephone closets, building risers, rights of way, and other pathways owned or controlled by ILEC, using capacity currently available or that can be made available. ILEC shall have the full burden of proving that such access is not technically feasible. To the extent ILEC proves infeasibility, ILEC shall be required to provide to MCIm alternative suitable access which will not impair MCIm's ability to provide its Telecommunications Services. Such alternative access shall be technically equivalent to the requested access and shall be subject to the same terms, conditions and price as the requested access.

13.5 ILEC warrants that it will provide to MCIm, in a competitively neutral fashion, unbundled local loops, network interface devices or units, loop distribution, digital loop carrier/analog cross connect, and loop feeders, that contain all the same features, functions, and capabilities that ILEC makes available to itself in provision of its Telecommunications Services or to its Affiliates, with at least the same quality of service, order processing, provisioning and installation, trouble resolution, maintenance, customer care, and billing, as the highest quality ILEC provides equivalent features, functions and capabilities to itself, its Affiliates, or its own subscribers. ILEC shall have the full burden of proving that access to the unbundled local loop or any of its unbundled components is not technically feasible. To the extent ILEC proves infeasibility, ILEC shall be required to provide to MCIm alternative suitable facilities which will not impair MCIm's ability to provide its Telecommunications Services. Such alternative facilities shall be technically equivalent to the requested access and subject to the same terms, conditions and price as the requested access.

13.6 ILEC warrants that it will provide to MCIm unbundled transport and its components, including common transport, dedicated transport, with and without electronics, and multiplexing/digital cross connect, with all the same features, functions and capabilities, and with at least the same quality level which ILEC provides to itself or its Affiliates in provision of its,

or such Affiliate's, Telecommunications Services, and that such services will be provided in a competitively neutral fashion. ILEC shall have the full burden of proving that access to unbundled transport or any unbundled transport components is not technically feasible. To the extent ILEC proves infeasibility, ILEC shall be required to provide to MCI alternative suitable facilities which will not impair MCI's ability to provide its Telecommunications Services. Such alternative facilities shall be technically equivalent to the requested access and subject to the same terms, conditions and price as the requested access.

13.7 ILEC warrants that it will provide unbundled local switching and its functional components, including line port, trunk port, and switching capacity, including all features, functions and capabilities, and nondiscriminatory access via electronic interface to databases and associated signaling needed for call routing, call completion, and service creation, and to create and bill the communications path, all at the same or better grade of service that ILEC provides to itself or its Affiliates, unless service degradation is due to MCI purchasing insufficient capacity to meet its own demand. ILEC further warrants that unbundled local switching and its functional components will be provided in a competitively neutral fashion. ILEC shall have the full burden of proving that access to unbundled local switching or its functional components is not technically feasible. To the extent ILEC proves infeasibility, ILEC shall be required to provide to MCI alternative suitable facilities which will not impair MCI's ability to provide its Telecommunications Services. Such alternative facilities shall be technically equivalent to the requested access and subject to the same terms, conditions and price as the requested access.

13.8 ILEC warrants that it will provide nondiscriminatory access to telephone numbers.

13.9 ILEC warrants that it will provide to MCI, in a competitively neutral fashion, interim number portability with the same features, functions and capabilities that ILEC provides to itself or its Affiliates, and with as little impairment of functioning, quality, reliability, and convenience as possible, and that it will provide such service as required by the FCC in Telephone Number Portability, CC Docket No. 95-116, First Report and Order, released July 2, 1996.

13.10 ILEC warrants that it will provide to MCI, in a competitively neutral fashion, dialing parity for local exchange service and interexchange service with the same features, functions and capabilities that ILEC provides to itself or its Affiliates, and that it will provide such service as required by the FCC in Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Second Report and

Order and Memorandum Opinion and Order, FCC 96-333, released Aug. 8, 1996, so that MCI's subscribers experience no greater post-dial delay than similarly-situated ILEC subscribers, and are not required to dial any greater number of digits than similarly situated ILEC subscribers.

13.11 ILEC warrants that with respect to Local Resale, order entry, provisioning, installation, trouble resolution, maintenance, customer care, billing, and service quality will be provided at least as expeditiously as ILEC provides for itself or for its own retail local service or to others, or to its Affiliates, and that it will provide such services to MCI in a competitively neutral fashion and at a level of quality which allows MCI in turn to provide Local Resale at a level of quality equal to the highest level of quality ILEC provides for itself for its own retail local service or to others, or to its Affiliates. ILEC warrants further that it will impose no restrictions on MCI's resale of these services unless specifically sanctioned by the FCC.

13.12 ILEC warrants that it will provide on a nondiscriminatory basis space on its premises for physical or virtual collocation, as MCI may specify, for equipment necessary for MCI's interconnection and access to unbundled network elements.

Section 14. Notices

Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

To MCI: MCImetro Access Transmission Services, Inc.
8521 Leesburg Pike
Vienna, VA 22182

Copy to: General Counsel
MCI Communications Corporation
1801 Pennsylvania Ave, N.W.
Washington, DC 20006

To ILEC:

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either party may be changed by written notice given by such party to the other pursuant to this Section 14.

Section 15. Remedies

15.1 The obligations of ILEC and the services offered under this Agreement are unique. Accordingly, in addition to any other available rights or remedies, MCIm may sue in equity for specific performance and ILEC expressly waives the defense that a remedy in damages would be adequate.

15.2 In the event ILEC fails to switch a subscriber to MCIm service as requested through an MCIm service request, within the intervals set forth in this Agreement, the continued provision of Telecommunications Services by ILEC to such subscriber shall be deemed an illegal change in subscriber carrier selection commencing with the time at which ILEC failed to switch such subscriber. In such event, ILEC shall reimburse MCIm in an amount equal to all charges paid by such subscriber to ILEC from the time of such failure to switch to the time at which the subscriber switch is accomplished. This remedy shall be in addition to all other remedies available to MCIm under this Agreement or otherwise available.

15.3 All rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured party may be entitled at law or equity in case of any breach or threatened breach by the other party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement. The parties agree that the credits for performance standards failures contained in Attachment X are not inconsistent with any other remedy and are intended only to compensate MCIm, partially and immediately, for the loss in value to MCIm for ILEC's failure to meet Performance Standards.

Section 16. Waivers

16.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the party against whom such waiver or consent is claimed.

16.2 No course of dealing or failure of any party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

16.3 Waiver by either party of any default by the other party shall not be deemed a waiver of any other default.

Section 17. Survival

The following provisions of this Part A shall survive the expiration or termination of this Agreement: Sections 10, 11, 12, 21, 22, 26 and 27.

Section 18. Force Majeure

Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 18 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by ILEC, ILEC agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of MCI.

Section 19. Non-Discriminatory Treatment

In addition to provisions under the Act and the FCC's Rules and Regulations, in the event ILEC provides any of the services provided hereunder to any other entity by tariff or agreement, ILEC will permit MCI an opportunity to inspect such tariff or agreement and upon MCI's request, ILEC will immediately offer MCI such service on the same material terms, with effect from the date ILEC first made such tariff effective or entered into such arrangement and for the remainder of the term of this Agreement. The other services covered by this Agreement shall remain unaffected and as to such services this Agreement shall remain in full force and effect.

Section 20. Termination

20.1 In the event of breach of any material provision of this Agreement by either party, the non-breaching party shall give the other party written notice thereof, and:

20.1.1 If such material breach is for non-payment of amounts due hereunder pursuant to Attachment VIII, Section 3.1.18, the breaching party shall cure such breach within thirty (30) days of receiving such notice. The non-breaching party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld or set off shall not be deemed "amounts due hereunder" for the purpose of this provision.

20.1.2 If such material breach is for any failure to perform in accordance with this Agreement, which, in the sole judgment of the non-breaching party, adversely affects the non-breaching party's subscribers, the non-breaching party shall give notice of the breach and the breaching party shall cure such breach to the non-breaching party's reasonable satisfaction within ten (10) days or within a period of time equivalent to the applicable interval required by this Agreement, whichever is shorter, and if breaching party does not, the non-breaching party may, at its sole option, terminate this Agreement, or any parts hereof. The non-breaching party shall be entitled to pursue all available legal and equitable remedies for such breach. Notice under this Subsection 20.1.2 may be given electronically or by facsimile and in such case shall be deemed received when sent.

20.1.3 If such material breach is for any other failure to perform in accordance with this Agreement, the breaching party shall cure such breach to the non-breaching party's reasonable satisfaction within forty-five (45) days, and if it does not, the non-breaching party may, at its sole option terminate this Agreement, or any parts hereof. The non-breaching party shall be entitled to pursue all available legal and equitable remedies for such breach.

20.2 MCI may terminate this Agreement in whole or in part at any time for any reason upon sixty (60) days prior written notice, except with respect to termination of any particular service(s), in which case, upon thirty (30) days prior written notice. MCI's sole liability shall be payment of amounts due for services provided up to the date of termination.

20.3 In the event of any termination under this Section 20, ILEC agrees to provide for an uninterrupted transition of services to MCI or another vendor designated by MCI.

20.4 Notwithstanding any termination hereof, the parties shall continue to comply with their obligations under the Act to provide interconnection.

Section 21. Confidentiality and Publicity

21.1 All confidential or proprietary information disclosed by either party during the negotiations and the term of this Agreement shall be protected by the parties in accordance with the terms of this Section 21. All information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential Information").

21.1.1 For a period of ten (10) years from receipt of Confidential Information, Recipient shall (i) use it only for the purpose of performing under this Agreement, (ii) hold it in confidence and disclose it only to employees who have a need to know it in order to perform under this Agreement, and (iii) safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information. Recipient must obtain written authorization from Disclosing Party before disclosing Confidential Information to any third party agent or consultant, and such third party must have executed a written agreement comparable in scope to the terms of this Section 21.

21.1.2 Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) which becomes publicly known or available through no breach of this Agreement by Recipient, (iii) which is rightfully acquired by Recipient free of restrictions on its Disclosure, or (iv) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

21.1.3 Each party agrees that Disclosing Party would be irreparably injured by a breach of this Section 21 by Recipient or its

representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 21. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

21.2 CPNI related to MCI's subscribers obtained by virtue of Local Interconnection or any other service provided under this Agreement shall be MCI's proprietary information and may not be used by ILEC for any purpose except performance of its obligations under this Agreement, and in connection with such performance, shall be disclosed only to employees with a need to know, unless the MCI subscriber expressly directs MCI to disclose such information to ILEC pursuant to the requirements of Section 222(c)(2) of the Act. If ILEC seeks and obtains written approval to use or disclose such CPNI from MCI's subscribers, such approval shall be obtained only in compliance with Section 222(c)(2) and, in the event such authorization is obtained, ILEC may use or disclose only such information as MCI provides pursuant to such authorization and may not use information that ILEC has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement. CPNI related to ILEC's subscribers obtained by virtue of Local Interconnection shall be ILEC's proprietary information and may not be used by MCI for any purpose except performance of its obligations under this Agreement, and in connection with such performance shall be disclosed only to employees with a need to know, unless the ILEC subscriber expressly directs ILEC to disclose such information to MCI pursuant to the requirements of Section 222(c)(2) of the Act. If MCI seeks and obtains written approval to use or disclose such CPNI from ILEC's subscribers, such approval shall be obtained only in compliance with Section 222(c)(2) of the Act and, in the event such authorization is obtained, MCI may use or disclose only such information as ILEC provides pursuant to such authorization and may not use information that MCI has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement.

21.3 Unless otherwise mutually agreed upon, neither party shall publish or use the other party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter.

21.4 Neither party shall produce, publish, or distribute any press release or other publicity referring to the other party or its Affiliates, or to this Agreement, without the prior written approval of the other party. Each party shall obtain the other party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either party

mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

21.5 Except as otherwise expressly provided in this Section 21, nothing herein shall be construed as limiting the rights of either party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

Section 22. Audits and Examinations

22.1 As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to services performed under this Agreement. MCIIm may perform up to four Audits per 12-month period commencing with the Effective Date. MCIIm may perform Examinations as MCIIm deems necessary.

22.2 Upon thirty (30) days written notice by MCIIm to ILEC, MCIIm shall have the right through its authorized representative to make an Audit or Examination, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described 30-day period, the parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. ILEC agrees to provide Audit or Examination support, including appropriate access to and use of ILEC's facilities (e.g., conference rooms, telephones, copying machines).

22.3 Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extractions required by MCIIm to conduct the Audit or Examination will be paid for by MCIIm. For purposes of this Section 22.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to MCIIm's specifications and at MCIIm's expense, MCIIm shall specify at the time of request whether the program is to be retained by ILEC for reuse for any subsequent MCIIm Audit or Examination. Notwithstanding the foregoing, ILEC shall pay all of MCIIm's expenses in the event an Audit or Examination results in an adjustment in the charges or in any invoice paid or payable by MCIIm hereunder in an amount that is, on an annualized basis, greater than one percent (1%) of the aggregate charges for all services purchased under this Agreement.

22.4 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from ILEC's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the parties. The highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding daily from the time of the overcharge to the day of payment.

22.5 Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the party having such right and is delivered to the other party in a manner sanctioned by this Agreement.

22.6 This Section 22 shall survive expiration or termination of this Agreement shall for a period of two (2) years after expiration or termination of this Agreement.

Section 23. Dispute Resolution Procedures

The parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the parties agree that any dispute arising out of or relating to this Agreement that the parties themselves cannot resolve, may be submitted to the Commission for resolution. The parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of the fees and expenses so incurred. During the Commission proceeding each party shall continue to perform its obligations under this Agreement; provided, however that neither party shall be required to act in any unlawful fashion. This provision shall not preclude the parties from seeking relief available in any other forum.

Section 24. Bona Fide Request Process for Further Unbundling

24.1 The parties recognize that because MCIIm plans to maintain a technologically advanced network it is likely to seek further unbundling of Network Elements or the introduction of new Network Elements. Accordingly, MCIIm may request such new unbundled Network Elements or arrangements from time to time by submitting a request in writing ("Bona Fide Request" or "BFR"). ILEC shall acknowledge in writing such

BFR within twenty-four (24) hours of receipt, and shall acknowledge acceptance or rejection of the BFR and the reason(s) therefor within ten (10) days of receipt.

24.2 If ILEC accepts the BFR, ILEC shall provide time and cost estimates within ten (10) days of such acceptance. If ILEC does not accept the BFR, or the parties are unable to reach agreement on the time and cost within twenty (20) days of ILEC's provision of such time and cost estimates, MCIIm may immediately file a petition with the Commission seeking the Commission's determination that ILEC be required to provide the requested Network Element. ILEC must respond to MCIIm's petition within ten (10) days of its filing and must demonstrate either the technical infeasibility of providing such Network Element or harm to its network reliability. The full burden of proof shall be ILEC's. The parties agree to seek expedited Commission approval, to be completed within twenty (20) days of ILEC's response, and in no event more than thirty (30) days after the filing of MCIIm's petition.

Section 25. Branding

25.1 In all cases in which ILEC has control over handling of services MCIIm may provide using services provided by ILEC under this Agreement, ILEC shall, at MCIIm's sole discretion, brand any and all such services at all points of customer contact exclusively as MCIIm services, or otherwise as MCIIm may specify, or be provided with no brand at all, as MCIIm shall determine. ILEC may not unreasonably interfere with branding by MCIIm.

25.2 MCIIm shall provide the exclusive interface to MCIIm subscribers, except as MCIIm shall otherwise specify. In those instances where MCIIm requires ILEC personnel or systems to interface with MCIIm subscribers, such ILEC personnel shall identify themselves as representing MCIIm, or such brand as MCIIm may specify, and shall not identify themselves as representing ILEC or any other entity.

25.3 All forms, business cards or other business materials furnished by ILEC to MCIIm subscribers shall be provided by MCIIm unless otherwise agreed by MCIIm, in its sole discretion, in which case, any such customer materials shall be subject to MCIIm's prior review and approval, and shall bear no corporate name, logo, trademark or trade names other than MCIIm or its Affiliates or such other brand as MCIIm, in its sole discretion, shall determine.

25.4 Except as specifically permitted by MCIIm, in no event shall ILEC provide information to MCIIm subscribers about MCIIm or MCIIm's products or services.

25.5 ILEC shall provide, for MCI's review and approval, the methods and procedures, training and approaches to be used by ILEC to assure that ILEC meets MCI's branding requirements.

25.6 This Section 25 shall confer on ILEC no rights to the service marks, trademarks and trade names owned by or used in connection with services by MCI or its Affiliates, except as expressly permitted by MCI.

Section 26. Taxes

Any Federal, state or local excise, license, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other party. Any such taxes shall be shown as separate items on applicable billing documents between the parties. The party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such party shall not permit any lien to exist on any asset of the other party by reason of the contest. The party obligated to collect and remit taxes shall cooperate fully in any such contest by the other party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

Section 27. Responsibility for Environmental Contamination

27.1 MCIm shall in no event be liable to ILEC for any costs whatsoever resulting from the presence or release of any environmental hazard that MCIm did not introduce to the affected work location. ILEC shall, at MCIm's request, indemnify, defend, and hold harmless MCIm, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys fees) that arise out of or from (i) any environmental hazard that ILEC, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which ILEC is responsible under Applicable Law.

27.2 ILEC shall in no event be liable to MCIm for any costs whatsoever resulting from the presence or release of any environmental hazard that ILEC did not introduce to the affected work location. MCIm shall, at ILEC's request, indemnify, defend, and hold harmless ILEC, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that MCIm, its contractors or agents introduce to the work locations or (ii) the presence of release of any environmental hazard for which MCIm is responsible under applicable law.

27.3 In the event any suspect materials within ILEC-owned, operated or leased facilities are identified to be asbestos-containing, MCIm will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such MCIm activities will be in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by MCIm or equipment placement activities that result in the generation of asbestos containing material, MCIm shall not have any responsibility for managing, nor be the owner of, not have any liability for, or in connection with, any asbestos containing material. ILEC agrees to immediately notify MCIm if ILEC undertakes any asbestos control or asbestos abatement activities that potentially could affect MCIm equipment or operations, including, but not limited to, contamination of equipment.

Section 28. Amendments and Modifications

No provision of this Agreement shall be deemed waived, amended or modified by either party unless such a waiver, amendment or modification is in writing, dated, and signed by both parties.

Section 29. Severability

Subject to Section 2 - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

Section 30. Headings Not Controlling

The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

Section 31. Entire Agreement

This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations,

statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

Section 32. Counterparts

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

Section 33. Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representatives.

**MCImetro Access Transmission
Services, Inc.**

ILEC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____